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**STEVEN MATZA**  
9948 Central Valley Ave.  
Las Vegas, NV 89149  
(702) 480-5486  
In Proper Person

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

STEVEN MATZA, an individual

Plaintiff,

vs.

COUNTRYWIDE HOME LOANS, INC., a Delaware  
Corporation, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., a Delaware  
Corporation, RECONTRUST COMPANY, a Nevada  
Corporation and DOES I THROUGH X inclusive;  
and ROE CORPORATION XX through XXX.  
Inclusive,

Defendants.

Case No.: 2:09-cv-00217-  
JMC-CWH

Jury Trial Requested

Judge:  
Hon. James C. Mahan

**PLAINTIFF'S FIRST AMENDED COMPLAINT**

COMES NOW, Plaintiff STEVEN MATZA ("MATZA"), and for his cause of action  
against Defendants, and each of them, allege as follows:

**JURISDICTION AND PARTIES**

1. This Court has jurisdiction over the parties pursuant to 28 U.S.C. §1331  
and §1332(a) (1).

2. This Court has jurisdiction pursuant to 15 U.S.C. §1641(f) (2) Section  
1641(f) of TILA.

3. Supplemental jurisdiction is proper of the State Law claims set forth  
herein under 28 U.S.C. §1367(a).

4. Venue is proper pursuant to 28 U.S.C. §1391(a).

5. At all times relevant hereto, Plaintiff MATZA was a resident of Clark  
County, Nevada.

1           6. At all times relevant hereto, Defendant COUNTRYWIDE HOME LOAN,  
2 INC., ("Countrywide) was a Delaware Corporation duly licensed to do business in the  
3 State of Nevada.

4           7. At all times relevant hereto, Defendant MORTGAGE ELECTRONIC  
5 REGISTRATION SYSTEMS, INC., ("MERS") is a Delaware corporation NOT licensed to  
6 do business in the State of Nevada.

7           8. At all times relevant hereto, Defendant RECONTRUST COMPANY,  
8 ("Recontrust") is a Nevada domestic corporation licensed to do business in the State  
9 of Nevada.

10          9. The true names of defendants DOES I through X, inclusive, and ROE  
11 CORPORATIONS XX through XXX, inclusive, whether individual, corporate, associate  
12 or otherwise are unknown to Plaintiff, who therefore sues such Defendants by  
13 fictitious names. Plaintiff is informed and thereupon alleges that each of the  
14 Defendants designated herein as a DOE and ROE CORPORATION are in some way  
15 responsible for the damages claimed by Plaintiff herein. Plaintiff will ask leave of this  
16 Court to amend this Complaint to insert the true names and capacities of Defendants  
17 DOES I through X, inclusive, and ROE CORPORATIONS XX through XXX, inclusive,  
18 when the identities have been ascertained, to formulate appropriate allegations and  
19 to join such Defendants in this action.

20  
21          10. Upon information and belief, at all times relevant hereto, each of the  
22 Defendants set forth herein were the principal, agent, employee, employer or co-  
23 conspirator of each other, and at all relevant times were acting within the course and  
24 scope of such relationship.  
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**Statement of Facts**

11. That Plaintiff is a Borrower on a Adjustable Rate Note through Republic Mortgage, LLC, secured by a Deed of Trust, for the property located at 9948 Central Valley Ave., Las Vegas, NV 89149, APN# 12518211045 ("Property") Defendants have initiated Foreclosure proceedings against Plaintiff.

12. That upon information and belief, Plaintiff is not aware of the True Holder and/or Owner of the Note and Deed of Trust for said Property.

13. That notwithstanding the same, Plaintiff has been mailing his payments to Countrywide in Dallas, TX.

14. That on June 19, 2008 and August 9, 2008, Plaintiff, unsuccessfully, requested in writing from Countrywide (Exhibit 1) to be provided with the name and address of the true and real owner of his mortgage loan as required by law pursuant to TILA 1641(f)(2)

15. Countrywide never responded to Plaintiff's requests.

16. Due to Countrywide's failure to provide Plaintiff with the requested documentation, to which he is entitled by law, Plaintiff now face foreclosure by entities, who may not be authorized to foreclose by the true owner and holder of Plaintiff's Note and/or Mortgage at issue here.

**ISSUES OF THIS LAWSUIT**

**17. Failure to Comply with TILA:**

That on June 19, 2008 and August 9, 2008, Plaintiff, unsuccessfully, requested in writing from Countrywide (Exhibit 1 in original Complaint) to be provided with the name and address of the true and real owner of his mortgage loan as required by law pursuant to TILA 1641(f)(2); which provides in part:

1        "...Upon written request by the obligor, the servicer shall provide the obligor,  
2 to the best knowledge of the servicer, with the name, address, and telephone number  
3 of the owner of the obligation or the master servicer of the obligation."

4        That is a *sufficient* fact such that the complaint as a whole makes a "showing"  
5 of entitlement to relief. See *Bell Atlantic Corp. v. Twombly*, 2007 WL 141046 (U.S.,  
6 May 21, 2007), for the proposition that the complaint need only "give the defendant  
7 fair notice of what the . . . claim is and the grounds upon which it rests."

8        18. Plaintiff's pleadings are sufficient under the circumstances because  
9 Countrywide never responded to his requests for the information that would have  
10 clarified its status as a lender.

11        19. Plaintiff states a plausible claim for relief and provides Countrywide  
12 adequate notice of the factual basis of his claims.

13        20. TILA contains two express private rights of action under which Plaintiff  
14 can recover damages for violations of § 1641(f)(2): one provision for a civil action  
15 against the original owner of a loan, 15 U.S.C. § 1640(a), and one provision for a civil  
16 action against assignees of a loan, which can include servicers, 15 U.S.C. § 1641(a).  
17 Plaintiff has properly pleaded that Countrywide is the original owner of his loan  
18 because it acquired his loan four days before he even signed his promissory note.

19        21. Plaintiff has adequately pled a violation of 15 U.S.C. § 1641(f)(2) for  
20 which he may legally recover damages. Courts have ruled that an implied private  
21 right of action is apparent in the text, structure, legislative history, and purpose of  
22 the statute. While the May 2009 amendment to TILA does not apply retroactively, it  
23 does clarify that there has always been a private right of action to enforce §1641(f)(2).  
24

25        / / /  
26  
27

1           22.     **Breach of the implied covenant of good faith and fair dealing**

2           Nevada recognizes an implied obligation of good faith and fair dealing which  
3 requires that each party to a contract refrain from engaging in behavior “that will  
4 destroy or injure the right of another party to receive the fruits of [that] contract.”  
5 Any legal rights or obligations arising from the mortgage agreement are governed by  
6 Nevada law under the terms of the deed of trust. Nevada law also applies under the  
7 principles set out in *Erie R.R. Co. v. Tompkins*, 304 U.S. 64 (1938). *Weingartner v.*  
8 *Chase Home Fin., LLC*, 702 F. Supp. 2d 1276, 1288 (D. Nev. 2010); *see also A.C.*  
9 *Shaw Constr. v. Washoe Cnty.*, 784 P.2d 9, 10 (Nev. 1989).

10           23.     In certain circumstances, a plaintiff in Nevada may even recover tort  
11 damages for a Defendant’s breach of the implied obligation of good faith and fair  
12 dealing. (describing the covenant of good faith and fair dealing as a “contort” because  
13 of its hybrid contract-tort nature). *Hilton Hotels*, 808 P.2d at 922-24

14           24.     A borrower may protect his rights under a mortgage agreement through  
15 the exercise of some statutory right, as in *Berilo* or *Meyer*, or by attempting to  
16 negotiate a new payment schedule. Countrywide did not have the right to interfere  
17 with Plaintiff’s attempts to renegotiate the terms of his mortgage, and by refusing to  
18 provide him with the loan owner’s contact information upon his request; it breached  
19 its implied obligation to act in good faith.

20           25.     Plaintiff has adequately pled Countrywide’s breach of its implied  
21 obligation of good faith and fair dealing under the liberal pleading standard applied  
22 by the 9th Circuit Court to pro se complaints in *King* and *Hebbe*. He further states  
23 that as a result of Defendants failure to act in good faith and give proper disclosures  
24 the agreement between the parties has been breached and Plaintiff has suffered  
25 damages. Plaintiff also request that the court award punitive damages in an amount  
26  
27

1 to be determined at the time of trial. Plaintiff's Complaint is sufficiently detailed to  
2 put Countrywide on notice that he is seeking full recovery under Nevada contract  
3 and tort law for his breach of good faith claim.

4 26. In addition to his contract claim, Plaintiff alleges substantial tort  
5 liability for Countrywide's obstructive conduct. The implied obligation of good faith  
6 and fair dealing arises out of a contract and is breached when one party undermines  
7 the other's right "to receive the fruits of the contract." *Weingartner*, 702 F. Supp. 2d  
8 at 1288.

9 27. In order to recover in tort for breach of an implied obligation of good  
10 faith and fair dealing in Nevada, the victim and the tortfeasor must have a special  
11 relationship. *Ins. Co. of the W. v. Gibson Tile Co.*, 134 P.3d 698, 702 (Nev. 2006).

12 28. As loan servicer and prior owner of his mortgage, Countrywide was the  
13 sole point of contact between Plaintiff and the true owners of his mortgage; he was  
14 completely reliant on Countrywide for any information about those owners.

15 29. Therefore, although the Nevada Supreme Court has not had occasion to  
16 decide under what circumstances the lender-creditor relationship could constitute a  
17 special relationship, there is ample authority under that court's precedent to find  
18 that Countrywide and Plaintiff had such a relationship. *See Yerington Ford, Inc. v.*  
19 *Gen. Motors Acceptance Corp.*, 359 F. Supp. 2d 1075, 1089 (D. Nev. 2004), *rev'd on*  
20 *other grounds by Giles v. General Motors Acceptance Corp.*, 494 F.3d 865 (9<sup>th</sup> Cir.  
21 2007).

22  
23 **30. Wrongful Foreclosure**

24 As is the case in this action; possible defect in foreclosure remains when a  
25 note has been negotiated, and there is no evidence that the foreclosing trustee is the  
26 nominee of the current holder or that the foreclosing trustee was substituted by a  
27

1 nominee of the current holder. *Weingartner vs. Chase Home Finance*. (Cite as: 2010  
2 WL 1006708 (D.Nev.))

3 31. To allow a party to foreclose without first proving that they are the  
4 proper holder of the secured instrument at issue, would undermine the principles of  
5 bearer paper. As set forth herein, absent proving standing, the Defendant's action to  
6 enforce the security instrument at issue through the Nevada foreclosure process,  
7 fails as a matter of law.

8 32. This is simple Contract law. Plaintiff signed a Note and Deed of Trust  
9 with Republic Mortgage, which was never properly transferred/assigned to  
10 Countrywide, by a reconveyance and/or assignment with the Clark County Recorder.  
11 The only legal entity, in accordance with the "chain of title", to legally initiate  
12 foreclosure proceedings is Republic Mortgage.  
13

14 33. If any of the entities filing foreclosure proceedings own Plaintiff's  
15 Note/Deed of Trust are legally entitled to Foreclose; the law require that they produce  
16 documents to prove it, if requested to do so by the borrower under 15 USC  
17 §1641(f)(2), Section §1641(f) of TILA and under N.R.S. 104.3301. If this foreclosure is  
18 allowed to proceed, without proper documentation as proof, Plaintiff could lose his  
19 home and property, and still be liable to pay off the balance of his mortgage when the  
20 true owner presents same for payment.  
21

22 34. The documents produced by Defendants, so far, do not support any  
23 factual finding to the contrary, as an assignment of the security deed is not indicative  
24 of who holds the note, and the promissory Note has not been produced.

25 35. The Supreme Judicial Court (SJC), in *Commonwealth v Ibanez*, recently  
26 upheld Massachusetts law and stated that "only the present holder of a mortgage is  
27 authorized to foreclose on the mortgaged property." The complaint alleges that these

1 entities ignored this fundamental legal mandate and proceeded to foreclosure even  
 2 though they did not hold the mortgage, and thus had no legal authority to conduct  
 3 the foreclosure.

4 **36. Fraudulent Misrepresentation and Conspiracy**

5 Plaintiff alleges that Defendants created fraudulent assignment from Republic,  
 6 the original "lender", who never transferred anything to Countrywide on the CC  
 7 Records records.

8 From Records office (Exhibit 1):

- 9 a. Trust Deed - Republic Mortgage; 6/6/2005
- 10 b. Trust Deed - Republic Mortgage; 10/12/05
- 11 c. Trust Deed - Republic Mortgage; 1/13/06
- 12 d. Default - Recontrust Co. & MERS; **8/1/08**

13  
 14 d. Please note that in the Notice of Default and Election to sell under Deed of Trust, dated  
 15 8/1/2008, the Notice fail to list the owner of the mortgage as mandated under NRS 107.086.

16 The Notice is executed by Recontrust Company, as agent for Beneficiary and **Gary Trafford**,  
 17 By Lender Processing Service, as agent. (Exhibit 1). Recontrust is located in **Texas**, Gary Trafford, an  
 18 employee of Lender Processing Services, lives in **California**, the Notary was done by Tracy Lawrence, a  
 19 Notary Public in the State of **Nevada**.

20 [The Office of the Nevada Attorney General announced today that the Clark County grand jury has  
 21 returned a 606 count indictment against two title officers, **Gary Trafford** and Gerri Sheppard, who  
 22 directed and supervised a robo-signing scheme which resulted in the filing of tens of thousands of  
 23 fraudulent documents with the Clark County Recorder's Office between 2005 and 2008. According to  
 24 the indictment, defendant Gary Trafford, a California resident, is charged with 102 counts of offering  
 25 false instruments for recording (category C felony); false certification on certain instruments (category  
 26 D felony); and notarization of the signature of a person not in the presence of a notary public (a gross  
 27 misdemeanor)]. [Nevada Attorney General Catherine Cortez Masto sued Lender Processing Services



1 Inc. (LPS), alleging the company falsified foreclosure documents and demanded kickbacks for referrals.  
2 The case is State of Nevada v. Lender Processing Services Inc., A-11-653289-B, District Court, Clark  
3 County, Nevada (Las Vegas).]

4 **e. Substitution of Trustee – From MERS to Recontrust Co.; 8/5/08**

5 e. Please Note that in the Substitution of Trustee, MERS list itself as the beneficiary under  
6 the DOT; the document is executed by Angela Nava, as assistant secretary of MERS. Nava is  
employed by Recontrust with an address of Richardson, Texas. (Exhibit 2)

7 If Angela Nava was employed by MERS, whose address is in Flint, Michigan, how could  
8 the Notary, Karla Cuesta state that Angela personally appeared before her in Dallas County,  
9 Texas?

10 **f. Notice of Trustee Sale by Recontrust 11/5/2008**

11 37. Please note that Countrywide does not appear anywhere even though  
12 Plaintiff's Mortgage was sold by Republic Mortgage to Countrywide 6/2/05 with an  
13 effective date of 8/1/05; **4 days before the documents were even signed by**  
14 **Plaintiff.**

15 **38. Plaintiff filed this lawsuit 2/3/2009 and subsequently on:**

16 **2/11/2009** MERS did a Corporate Assignment of Deed of Trust to  
17 Countrywide – **4 years after** the loan was bought by Countrywide.

18 **2/11/2009** Countrywide did a Corporate Assignment of Deed of Trust to  
19 Federal National Mortgage Association and  
20

21 **2/11/2009** Recontrust issued a **Trustee's Deed upon Sale**, to Federal  
22 National Mortgage Association. NOTE: The Deed was executed by Recontrust Company,  
23 Successor Trustee –Jill Arnold signed the Trustee's Deed upon Sale as assistant secretary of Recontrust.

24 Jill Arnold happens to be an employee of BAC Home Loans Servicing, who's principal place of  
25 business is in Texas. (Exhibit 3)

26 The notarization of false information and personal identification not only constitutes fraud, but  
27 is every bit intended as part of a larger conspiracy to commit fraud on the Court.

41. Nevada law states that it is a gross misdemeanor to maliciously or fraudulently claim, sign or record a document purporting to transfer, encumber or cloud title to real property. (Exh. 4; NV Statutes NRS 205.090 and 205.095)

43. **Plaintiff respectfully asks this Court to find any assignment, transfer or sale done by these Defendants, that was executed in accordance with Federal Law, Nevada Law and the Foreclosure Statutes.**

(Failure to comply with TILA, 15 U.S.C. §1640 et sec. §1641, et sec.  
As to Defendant Countrywide.)

45. Lenders and other entities involved in the consumer lending business, such as ~~servicers~~, assignees, and other junior loan owners, are held to strict liability

standards under TILA. See 15 U.S.C. §§ 1640(a), 1641(a). In addition to enabling government regulation of consumer credit, TILA also expressly provides consumers with private causes of action for violations of its provisions. §§ 1640(a), 1641(a). Consumers must assert any cause of action within one year of the TILA violation. §§ 1640(a), (e). Plaintiff's written requests for information were dated June 19, 2008 and August 9, 2008. His Complaint was filed February 3, 2009, well within the one year statute of limitation.

46. These pleadings are sufficient under the circumstances because Countrywide never responded to Plaintiff's requests for the information. This complaint states a plausible claim for relief and provides Countrywide adequate notice of the factual basis of his claims.

47. While the May 2009 amendment to TILA does not apply retroactively, it does clarify that there has always been a private right of action to enforce §1641(f)(2). Section 1641(f)(2) is mandatory and Congress intended the provision to benefit borrowers such as Plaintiff who seek to ascertain the identity of the owner of their loans, communicate with their lenders as needed, and potentially renegotiate the terms of their loans when a change of financial circumstance makes default appear imminent.

Moreover, there is ample evidence in the legislative history to demonstrate that Congress intended to create a private right of action to enforce § 1641(f)(2).

48. Statutory damages are available for violations of any requirement set out in these nineteen sections, and since § 1641(f)(2) falls within the enumerated sections, there is an express private right of action. See *id.*; *In re Meyer*, 379 B.R. 529, 554 & n.15 (Bankr. E.D. Pa. 2007).



1 may even recover tort damages for a defendant's breach of the implied obligation  
2 of good faith and fair dealing. *Id.* at 923 (describing the covenant of good faith  
3 and fair dealing as a "contort" because of its hybrid contract-tort nature).

4 54. As a further proximate result of Defendant's' intentional  
5 misrepresentations Plaintiff has suffered damages in an amount to be proven at trial.

6  
7 **THIRD CAUSE OF ACTION**

8 (Fraudulent Misrepresentation and Conspiracy,  
9 as to Defendants MERS and Recontrust)

10 55. Plaintiff repeats and re-alleges every allegation contained in the  
11 preceding Paragraphs of the Complaint and incorporates same by reference as if fully  
12 set forth herein.

13 56. Plaintiff has pled the fraudulent acts of Defendants based on the  
14 information available to Plaintiff, however, pursuant to the Nevada Supreme Court's  
15 decision in *Rocker v. KPMG LLP*, 112 Nev. Adv. Rep. 106, 148 P.3d 703 (2006), a  
16 relaxed standard of pleading fraud is appropriate in this case because the  
17 information to identify more specifically additional fraudulent conduct among  
18 Defendants and their agents; at this time, Plaintiff does not have access to the  
19 internal documents and relationships between the various Defendants; once the  
20 documents and information are available to disclose the relationships and  
21 communications by and between the Defendants to and about Plaintiff, this claim  
22 will be supplemented with additional specific averments, if the court allows.

23 57. As a direct and proximate result of the Defendants fraudulent conducts  
24 alleged herein, Plaintiff has been damaged, the exact amount to be proven during  
25 trial. As a direct and proximate result of Defendants alleged fraudulent conducts in  
26 conscious disregard of good business practices and duties of professional conduct,  
27

1 defendants should be punished in an amount to be established during trial;  
2 accordingly Plaintiff seeks exemplary or punitive damages against Defendants.

3 **FOURTH CAUSE OF ACTION**  
4 (Negligence Per Se Against All Defendants)

5 58. Plaintiff repeats and re-alleges every allegation contained in the  
6 preceding Paragraphs of the Complaint and incorporates same by reference as if fully  
7 set forth herein.

8 59. At the time the loan transaction occurred, Defendants and/or their  
9 agents were subject to the relevant provisions of Real Estate Settlement Procedures  
10 Act (RESPA) and Truth In Lending Act (TILA), including 12 U.S.C sec. 2601, et seq.,  
11 and 15 U.S.C sec. 1601, et seq.

12 60. Plaintiff is a member of the class of citizens for whose benefits the above  
13 cited Statutes and Codes were enacted and for whose protection the Statutes and  
14 Codes were designed to provide.

15 61. Defendants and/or their agents acting in concert and for common  
16 purpose violated RESPA by transferring the servicing rights without giving notice to  
17 Plaintiff; loan borrower.

18 62. Plaintiff alleges that the original Note was, without notice, transferred in  
19 part or as a whole by Defendants to strangers of such characters as to render them  
20 "Servicer" within the definition of 26 U.S.C. § 2605. Plaintiff does not know who the  
21 owner presently is and upon request Defendant, Countrywide has refused to disclose  
22 the identity of the note holder.

23  
24 As a direct and proximate result of Defendants' conducts herein alleged,  
25 Plaintiff has suffered damages of an amount in excess of \$10,000.00 the exact  
26 amount to be proven during the trial.  
27

**FIFTH CAUSE OF ACTION**

(Wrongful Foreclosure Against All Defendants)

63. Plaintiff repeats and re-alleges every allegation contained in the preceding Paragraphs of the Complaint and incorporates same by reference as if fully set forth herein.

64. Plaintiff believes that the representations as stated on the Notice of Default were false representations as no documents were provided to show that Defendants were the note holders entitled to receive payments.

65. Plaintiff believes that the representations as stated on the Notice of Trustee Sale were false.

66. Defendants, generated documents purporting that a foreclosure sale took place when in fact Plaintiff has been unable to verify that a valid foreclosure sale was carried out on the date, at time and place recited in the notice.

67. Pursuant to NRS 107.080, the Nevada Legislature recognized damages for failure to comply with NRS 107.080 as creating a claim damages in the amount of \$5,000 or treble actual damages.

68. This remedy is in addition to other remedies at law.

69. As a direct and proximate result of the wrongful foreclosure carried out by Defendants as alleged, Plaintiff has suffered damages of an amount in excess of \$10,000.00 the exact amount to be proven during the trial.

**SIXTH CAUSE OF ACTION**

(Quiet Title Against All Defendants)

70. Plaintiff repeats and re-alleges every allegation contained in the preceding Paragraphs of the Complaint and incorporates same by reference as if fully set forth herein.

1           71. Plaintiff is the rightful owner of the subject property located at 9948  
2 Central Valley Ave, Las Vegas, Nevada acquired by grant or deed of sale, and holds  
3 the same in his name.

4           72. Defendants, have sold all or portions of the loan to unknown entities  
5 who now possess rights thereunder, therefore, Defendants no longer possess all the  
6 encumbrances for which to exercise the right of foreclosure.

7           73. Federal National Mortgage Association may claim an interest in the  
8 subject property acquired through a wrongful foreclosure sale and the doctrine of  
9 caveat emptor (buyer beware) requires that Federal National Mortgage Association  
10 bears the loss arising from such invalid title.

11           74. The purported foreclosure was wrongful as thoroughly detailed above  
12 and because Plaintiff never received legal or proper notice of said sale as required  
13 under Nevada Foreclosure Law.

14           75. As a direct and proximate result of Defendants' conducts herein alleged,  
15 Plaintiff has suffered damages of an amount in excess of \$10,000.00 the exact  
16 amount to be proven during the trial.  
17

18  
19           Plaintiff re-alleges and incorporates by reference each of the allegations  
20 contained in his original Complaint filed February 3, 2009.  
21

22           **WHEREOF** Plaintiff prays for the following relief:

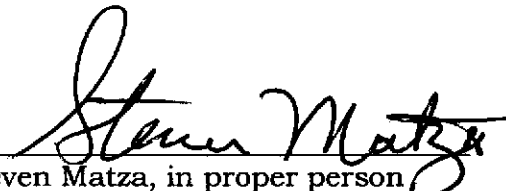
- 23           1. On the first cause of action, for an award of damages in an amount  
24           greater than \$10,000.00;
- 25           2. On the second cause of action, for an award of damages to be proven at trial;
- 26           3. On the third cause of action, for an award of damages to be proven at trial  
27           and exemplary or punitive damages;
4. On the fourth cause of action, for an award of damages in an amount  
          greater than \$10,000.00;



- 1 5. On the fifth cause of action, for an order setting aside the foreclosure sale;
- 2 6. On the sixth cause of action, for an order quieting title in Plaintiff's name;
- 3 7. On all causes of action, for an award of reasonable fees and costs;
- 4 8. For such other relief as the court deems just and proper.

5 Respectfully submitted,

6 Dated this 29<sup>th</sup> day of March, 2012.

7   
8 Steven Matza, in proper person  
9 9948 Central Valley Ave., Las Vegas, NV 89149

10  
11 **VERIFICATION**

12 Under penalties of perjury, I declare that I have read the foregoing and that the facts  
13 stated in it are true.

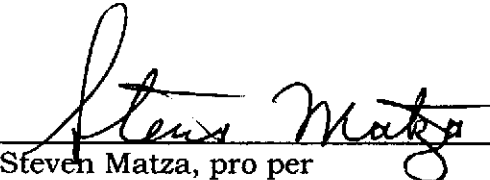
14  
15 By: 

16 STEVEN MATZA  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this 29<sup>th</sup> day of March, 2012, I mailed a true and correct copy of the foregoing **PLAINTIFF'S FIRST AMENDED COMPLAINT** with exhibit to counsel of record for Defendants, by placing same in the United States Mail, postage prepaid in Las Vegas, Nevada, properly addressed as follows:

Allison R. Schmidt, Esq.  
AKERMAN SENTERFITT, LLP  
400 South Fourth Street, Suite 450  
Las Vegas, Nevada 89101

  
Steven Matza, pro per  
9948 Central Valley Ave.  
Las Vegas, NV 89149